

Effective with sales to the first user on or after January 1, 1997

EXHIBIT

# CATERPILLAR LIMITED WARRANTY

## New 3406, C-12, C-10, 3176 and 3306 Engines Powering On-Highway Vehicles

**Worldwide\***  
(excluding the Commonwealth of Independent States)

Caterpillar Inc. or any of its subsidiaries ("Caterpillar"), warrants new 3406, C-12, C-10, 3176 and 3306 engines sold by it for use in powering on-highway vehicles and operating outside the Commonwealth of Independent States (formerly USSR), to be free from defects in material and workmanship.

A different warranty statement applies to products operating in the Commonwealth of Independent States. Copies of this warranty may be obtained by writing Caterpillar Inc., 101 N.E. Adams St., Peoria, IL USA 61629-3345. This warranty is subject to the following:

### Warranty Period

The standard warranty period for new engines powering on-highway vehicles, other than those powering recreational vehicles (i.e. trucks or crash rescue vehicles (including emergency service vehicles and ambulances)) is 24 months after date of delivery to the first user.

The standard warranty period for new engines powering recreational vehicles (i.e. trucks or crash rescue vehicles (including emergency service vehicles and ambulances)) is 6 months or 20,000 miles (32,000 kilometers), whichever occurs first, after date of delivery to the first user.

### Extended Warranty

An extended warranty period applies to new engines powering on-highway vehicles (other than those powering recreational vehicles (i.e. trucks or crash rescue vehicles (including emergency service vehicles and ambulances)) and ambulances) and applies solely to the following components: cylinder block, cylinder head, connecting rod assembly, oil cooler housing, oil cooler, water pump, housing, air intake housing, electronic control module, and personality module. These parts are warranted against defects in material and workmanship for 60 months or 500,000 miles (80,000 kilometers), whichever occurs first, after date of delivery to the first user. This warranty runs concurrently with the standard warranty period.

### Caterpillar Responsibilities

- Provide reasonable or customary towing to the nearest authorized dealer facility if reasonable travel expenses from the nearest authorized repair facility if the vehicle is operating or continued operation would result in additional engine damage.
- Replace lubricating oil filters, antifreeze and other service items made unusable by the defect.
- Provide reasonable or customary labor needed to correct the defect including labor for removal and installation when necessary to make the repair.
- Provide reasonable or customary towing to the nearest authorized dealer facility if reasonable travel expenses from the nearest authorized repair facility if the vehicle is operating or continued operation would result in additional engine damage.
- Give timely notice of a warrantable failure and promptly providing proof of the delivery date to the first user.
- Providing parts or replacement parts or assembled components as specified.
- Making the product available for repair.
- Performance of the required maintenance and inspection of the product by Caterpillar dealers and distributors.
- All costs, except for replacement parts or assembled components as specified.
- Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from attachments, accessories, items and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from users delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.
- Repair or replacement of unit injectors or nozzles after 150,000 miles (243,000 kilometers).
- Premium or overtime labor costs.

*(continued on reverse side)*

*Exhibit C*

- Repair or replacement of water pump seals or thermostats after 200,000 miles (325,000 kilometers).
- Repair of auxiliary braking devices not manufactured by Caterpillar. Such devices are warranted by their manufacturer.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

For products operating in the Middle East, Africa and China, certain limitations may apply to towing and/or travel expenses based on geographic location and proximity to the nearest authorized repair facility. Contact your nearest authorized repair facility to determine if these limitations apply.

**NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.**

For personal or family use engines operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write: In USA and Canada: Caterpillar Inc. Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager. Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

**THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.**

**CATERPILLAR IS THE SUPPLIER TO THE USER. CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS. THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.**

**IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.**

For personal or family use engines operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

**CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.**

**IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.**

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629-3345, or its subsidiary, Caterpillar of Australia Ltd., 1 Caterpillar Drive, Private Mail Bag 4, Tullamarine, Victoria 3043, Australia.

# CATERPILLAR LIMITED WARRANTY

## New C-16, C-15, C-12, and C-10 Engines Powering On-Highway Vehicles Worldwide\*

(\*excluding Commonwealth of Independent States)

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new C-16, C-15, C-12, and C-10 engines sold by it for use in powering on-highway vehicles, and operating outside the Commonwealth of Independent States (formerly USSR), to be free from defects in material and workmanship.

A different warranty statement applies to products operating in the Commonwealth of Independent States. Copies of this warranty may be obtained by writing Caterpillar Inc., 100 N. E. Adams St., Peoria, IL 61629-3345.

This warranty is subject to the following:

### Warranty Period

The standard warranty period for new engines powering on-highway vehicles, other than those powering recreational vehicles, fire trucks, emergency vehicles and ambulances, is 24 months from delivery to the first user.

The standard warranty period for new engines powering recreational vehicles, fire trucks, emergency vehicles and ambulances, is 60 months or 200,000 hours (whichever occurs first) from delivery to the first user.

The standard warranty period for new engines powering vehicles and ambulances, is 60 months or 200,000 hours (321,889 kilometers), whichever occurs first after date of delivery to the first user.

### Extended Warranty

An extended warranty period applies to new engines powering on-highway vehicles (other than those service vehicles and ambulances) and applies solely to the following components: Cylinder block casting, crankshaft, connecting rod assemblies, cylinder head

casting, camshaft, main bearing bolts, flywheel housing, oil cooler housing, water pump housing, air intake housing, and electronic control module.

These parts are warranted against defects in material and workmanship for 60 months or 500,000 miles (804,672 kilometers) or 10,000 operating hours, whichever occurs first after date of delivery to the first user. This warranty runs concurrently with the standard warranty period.

### Caterpillar Responsibilities

In the standard warranty period, the user is responsible for:

If a defect in material or workmanship occurs during the standard warranty period, Caterpillar, during normal working hours and at a place of business of a Caterpillar dealer, distributor or service center approved by Caterpillar, will provide Caterpillar service (or equivalent service) for repairing or replacing unapproved repaired parts or assembled components needed to correct the defect.

w Replace lubricating oil, filters, coolant and other service items made unusable by the defect.

w Provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

w Provide reasonable or customary towing to the nearest authorized repair facility or reasonable travel expenses from the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional engine damage.

w Giving timely notice of a warrantable failure and promptly making the product available for repair.

w Performance of required maintenance (including use of proper fuel, oil, filters, lubricants and coolant) and items replaced due to normal wear and tear.

w Allowing Caterpillar access to all electronically stored data.

If a defect in material or workmanship is found during the extended warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

w Providing proof of the delivery date to the first user.

w Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.

w Local taxes, if applicable.

w Costs to repair or replace parts, except as stated under "Caterpillar Responsibilities".

w Transporting costs, except as stated under "Caterpillar Responsibilities/Limitations".

w Premium or overtime labor costs.

